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**B: 7088 P: 643**

OFFICIAL RECORDS  
OF MOHAVE COUNTY  
JOAN MCCALL  
COUNTY RECORDER



01/28/2008 04:06 PM Fee: \$14.00  
DOC TYPE: AMLEASE  
PAID BY: TRANSNATION TITLE INS CO-1

**WHEN RECORDED MAIL TO:**

**KINGMAN AIRPORT AUTHORITY, INC.  
7000 FLIGHTLINE DRIVE  
KINGMAN, AZ 86401**

**RECORD**

**FIFTH AMENDMENT TO LEASE**

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**FIFTH AMENDMENT TO LEASE**

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is entered into this 18 day of December, 2007, by and among THE CITY OF KINGMAN, ARIZONA, a municipal corporation and political subdivision of the State of Arizona ("Lessor"); and, KINGMAN AIRPORT AUTHORITY, INC., an Arizona non-profit corporation ("Lessee").

**Recitals**

A. Lessee leases the Kingman Airport (the "Leased Premises") from Lessor pursuant to a certain Third Amendment and Restatement of Lease Agreement dated January 20, 1992 (the "Restated Lease") between Lessor and Lessee's predecessor in interest, Mohave County Airport Authority, Inc. ("MCAA").

B. On or about June 18, 1992, MCAA and Lessee entered into a certain Assignment Agreement, pursuant to which MCAA assigned to Lessee all of MCAA's interests in the Leased Premises as lessee under the Restated Lease, along with assets related thereto.

C. The Restated Lease was modified pursuant to a certain Fourth Amendment to Lease dated July, 2003 (the "Fourth Amendment" and with the Restated Lease, collectively, the "Lease").

D. The parties desire to modify the Lease as provided herein to include additional property acquired by Lessor concurrently herewith from Potters Industries, Inc.

**Agreements**

For and in consideration of the conditions and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated as Agreements herein.
2. **Modification of Lease.** Effective upon execution of this Amendment by the parties, the Lease is modified to add the real property described on the attached Exhibit "A" to the leased premises under the Lease, consisting of approximately .16 acres of vacant land, to be subject to all of the terms and conditions thereof.

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3. Continued Effect of Lease. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect.

DATED this 18<sup>th</sup> day of December, 2007.

**Lessor:**

The City of Kingman, Arizona  
an Arizona municipal corporation

By: Lester Byram  
Lester Byram, Mayor

Attest: Deborah E. Francis  
City Clerk

**Lessee:**

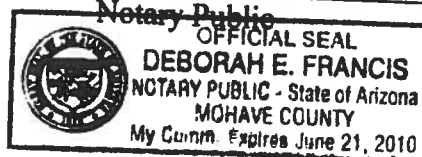
Kingman Airport Authority, Inc.,  
an Arizona non-profit corporation

By: Jerry Hawkins  
Jerry Hawkins, President

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MOHAVE        )

The foregoing Fifth Amendment to Lease was acknowledged before me, the undersigned notary public, this 18<sup>th</sup> day of December, 2007, by Lester Byram as Mayor of The City of Kingman, Arizona, a municipal corporation and political subdivision of the State of Arizona, on behalf thereof.

My Commission Expires:  
June 21, 2010

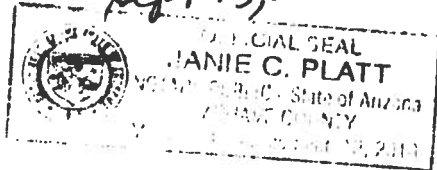


STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF MOHAVE     )

The foregoing Fifth Amendment to Lease was acknowledged before me, the undersigned notary public, this 19<sup>th</sup> day of December 2007, by Jerry Hawkins, as President of Kingman Airport Authority, Inc., an Arizona non-profit corporation, on behalf thereof.

My Commission Expires:

Sept 13, 2010



Janie C Platt  
Notary Public

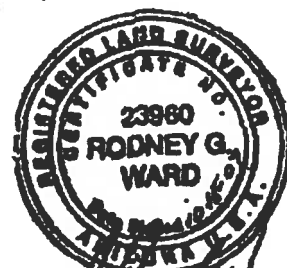
617

## LEGAL DESCRIPTION FOR PARCEL RRS-10

That part of Section 26, Township 22 North, Range 16 West, Gila and Salt River Meridian, Mohave County, Arizona, described as:

That parcel shown as Parcel RRS-10, as delineated on a survey plat recorded March 27 at Reception Number 2007-028638 on March 27, 2007.

This parcel contains 0.16 acres.



*Rodney G. Ward*

